**ECF CASE** JUDGE ROBINSON

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

J & J SPORTS PRODUCTIONS, INC., as Broadcast Licensee of the May 5, 2007 DeLaHoya/Mayweather Program,

Plaintiff,

-against-

PLAINTIFF'S AFFIDAVIT

Civil Action No. 07-CV-11392-SCR-GAY HON. STEPHEN C. ROBINSON

ANA LUCIA BAQUERO et, al., Defendants. STATE OF CALIFORNIA

}ss.: COUNTY OF SANTA CLARA}

JOSEPH GAGLIARDI, being duly sworn, deposes and states the following:

- 1. I am President of Plaintiff, J&J Sports Productions, Inc., and, as such, am fully familiar with the facts, circumstances and proceedings heretofore had herein.
- 2. I make this Affidavit in support of Plaintiff's request to recover statutory damages, including costs, attorney fees and interest in the within request for judgment by default.
- 3. Plaintiff, J&J Sports Productions, Inc., owns the rights for the commercial distribution of the DeLaHoya/Mayweather fight which was held on May 5, 2007. The licensing agreement is attached hereto as Exhibit "A". My company thereafter marketed the sub-licensing of the broadcast to commercial establishments in the State of New York for a fee.
- Prior to the DeLaHoya/Mayweather, broadcast, J&J Sports Productions, Inc., hired Signal Auditing, Inc. to contract with independent auditors who were assigned to identify establishments that unlawfully exhibited our program.

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- 5. To insure that only illegal locations were visited by the auditors, a list of authorized and legal locations who paid the required fee to broadcast the DeLaHoya/Mayweather fight which was held on May 5, 2007, was distributed to Signal Auditing, Inc., who provided same to all of their contracting auditors prior to visiting any unauthorized locations on May 5, 2007. This list is attached hereto as Exhibit "B".
- 6. Defendants ANA LUCIA BAQUERO and CARLOS EDUARDO ASITIMBAY, Individually and as officers, directors, shareholders and/or principals of EL TORERO REST.. INC. d/b/a EL TORERO RESTAURANT a/k/a EL TORERO SPORTS BAR, and EL TORERO REST., INC. d/b/a EL TORERO RESTAURANT a/k/a EL TORERO SPORTS BAR, did not purchase the rights to exhibit the event from my company.
- 7. According to our files, Edgardo Rodriguez, one of the auditors, visited Defendant's establishment, El Torero located at 08 North Main St. Spring Valley, NY on May 5, 2007, at approx. 11:38 p.m., he entered and observed three (3) television set exhibiting a portion of the event to about 50 patrons in an establishment with an estimated capacity of 100. The auditor's affidavit attesting to these facts is attached as Exhibit "C". The auditor's affidavit attesting to these facts is attached hereto, as Exhibit "D".
- 8. Defendant's showing was not authorized by J&J Sports Productions, Inc., therefore, the said showing was in violation of the Piracy Statutes of the Federal Communications Act.
- 9. It is essential that I communicate to the Court that to the best of my knowledge this programming is not and cannot be "mistakenly or innocently intercepted." Some methods that a signal pirate can unlawfully intercept and broadcast such program illegally are as follows without limitation:

- A. The use of a "black box" which is purchased for a fee and when installed on a cable TV line will allow for the descrambled reception of a pay-per-view broadcast, or
- В. The purposeful misrepresentation of a commercial establishment as a residential property would allow the purchase of a pay-per-view broadcast for the event at the residential price of \$54.95, or
- C. The use of a illegal cable drop or splice from an apartment or home adjacent to the commercial establishment premises who would purchase the broadcast at a residential price and divert the program to the commercial establishment and/or
- D. The same initial actions being employed with respect to a "DSS Satellite Systems" or a "C-Band Satellite System."

These forms of satellite theft also involve the misrepresentation of a residential location. purchase of illegal unincryption devices, and/or the purchase of illegal satellite authorization codes which are readily available on the Internet and in various publications which are presently unregulated in the Nation of Canada.

- 10. To explain the history of Plaintiff's claim, your deponent submits that shortly after the advent of Pay-Per-View broadcasts, of which our company stands at the forefront, we began to experience a serious erosion of the sales to commercial establishments throughout the United States of America. Thereafter, we endeavored to find out what was the basis for the erosion. Much to our disappointment, we discovered that the root cause of the erosion of our customer base was the piracy of our broadcasts by unauthorized and unlicensed establishments.
- 11. Plaintiff has invested millions of dollars in the promotion of boxing broadcasts, and, with the increased frequency of signal piracy, our legal sales have eroded significantly.
  - In response, we embarked upon a program which was designed to identify and 12.

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prosecute the commercial establishments which stole our broadcasts.

- Turning these facts to the matter before the Court, I have been advised by counsel 13. that the Court has the discretion in the awarding of damages for these nefarious and illegal activities.
- It is respectfully submitted to this honorable Court that the unchecked activity of 14. signal piracy not only has resulted in my business being severely damaged, but also has a negative effect upon lawful residential and commercial customers of cable and satellite broadcasting whose costs are necessarily increased significantly by these illegal activities.
- 15. I believe that such acts of piracy have cost my company millions of dollars in the last few years, while at the same time causing a reduction in our lawful business resulting from the perceived lack of consequence for such unlawful interception.
- 16. I, therefore, humbly ask this Court to grant the maximum allowance for statutory damages due to the fact that such actions are per se intentional and do not and cannot occur without the willful and intentional modification of electronic equipment, the business misrepresentation of a commercial establishment as residential, or, the removal of cable traps and/or devices designed to prevent such unauthorized exhibits.

WHEREFORE, your deponent respectfully requests that this Court in its discretion grant judgment by default under 605(a) on COUNT I of the Plaintiff's complaint against the Defendants jointly and severally as follows:

## Against ANA LUCIA BAQUERO Individually,

1) under 605(e)(3)(C)(i)(II) a sum in the discretion of the Court, of up to TEN THOUSAND DOLLARS (\$10,000.00)

- 2) and under 605(e)(3)(C)(ii) a sum *in the discretion of the Court*, of <u>up to</u>
  ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for enhanced damages for Defendant's willful violation of 605(a)
- and under 605(e)(3)(B)(I) in the discretion of the Court, full costs, reasonable attorney fees as set forth in the attorney affidavit.

## Against, CARLOS EDUARDO ASITIMBAY, Individually

- 1) under 605(e)(3)(C)(i)(II) a sum in the discretion of the Court, of up to TEN THOUSAND DOLLARS (\$10,000.00)
- 2) and under 605(e)(3)(C)(ii) a sum in the discretion of the Court, of up to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for enhanced damages for Defendant's willful violation of 605(a)
- and under 605(e)(3)(B)(I) in the discretion of the Court, full costs, reasonable attorney fees as set forth in the attorney affidavit

# Against, EL TORERO REST., INC. d/b/a EL TORERO RESTAURANT a/k/a EL TORERO SPORTS BAR

- 1) under 605(e)(3)(C)(i)(II) a sum in the discretion of the Court, of up to TEN THOUSAND DOLLARS (\$10,000.00)
- 2) and under 605(e)(3)(C)(ii) a sum in the discretion of the Court, of up to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for enhanced damages for Defendant's willful violation of 605(a)

and under 605(e)(3)(B)(I) in the discretion of the Court, full costs, reasonable attorney fees as set forth in the attorney affigured.

Dated: March 10, 2008

of March 2008.

JOSÉPH GÁGLIÁKDI,

President, J&J Sports Productions, Inc.

Sworn to before me on this day

Notary Public- State of California

see attached document

# **CALIFORNIA JURAT WITH AFFIANT STATEMENT**

*******************************	<u> </u>
<ul> <li>See Attached Document (Notary to cross out</li> <li>□ See Statement Below (Lines 1–5 to be comp</li> </ul>	
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Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
State of California	
County of Santa Clara	Subscribed and sworn to (or affirmed) before me on this
	10th day of March, 2008, by  Date Month , 2008  (1) Joseph Gagliardi, , Name of Aligner
	proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)
SHARON CUNNINGHAM Commission # 1779347 Notary Public - California	(and (2) h - a
Santa Clara County MyComm. Explain Nov 10, 2011	proved to me on the basis of satisfactory evidence to be the person who appeared before me.)
	Signature Sharon (unningham) Signature of Notary Public
Place Notary Seal Above	TIONAL ————
Though the information below is not required by law, valuable to persons relying on the document and confraudulent removal and reattachment of this form to and	it may prove RIGHTTHUMBPRINT OULD Prevent RIGHTTHUMBPRINT OF SIGNER #2
Further Description of Any Attached Document	
Title or Type of Document: Plaintiff Afficiavi	t - ero Sports Bar
Document Date: March 10, 2008 Number of	Pages: 💪
Signer(s) Other Than Named Above:	

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GOLDEN BOY PROMOTIONS, INC. 626 Wilshire Boulevard, Suite 350 Los Angeles, California 90017 (213) 489-5631 (Telephone) (213) 489-4057 (Facsimile)

March 31, 2006

J&J Sports Productions, Inc. 2380 South Bascom Avenue, Ste. 200 Campbell, CA 95008

Attention: J.M. Gagliardi

RE: CLOSED CIRCUIT TELEVISION LICENSE AGREEMENT

Oscar De La Hoya vs. Ricardo Mayorga

Plus selected undercard bout (fighters subject to change)

MGM Grand, Las Vegas, NV - May 6, 2006

### Gentlemen:

PROMOTIONS, INC. (referred to herein as "Promoter") hereby grants to J&J Sports Productions, Inc ("J&J" or "you" or "Licensee") the exclusive license to exhibit, only within the fifty states of the United States of America and the Commonwealth of Puerto Rico (the "Territory"), Promoter's live telecast of the captioned bout and accompanying undercard matches (the "Event"), simultaneously with the Event, only at commercial closed-circuit television exhibition outlets, such as theaters, bars, clubs, lounges, restaurants and the like, each with a fire code occupancy capacity not to exceed 500 persons per outlet, located within the Territory. The exhibition rights granted herein do not include any rights in Mexico or Canada, or transmissions to hotel guest rooms, in-flight aircraft or other transportation facilities.

1. <u>License Fee</u>. As full and complete compensation for the rights granted you by Promoter, you shall pay to Promoter the license fee calculated as follows:

The Minimum Financial Guarantee

as provided of the amount of all

gross revenues received by Licensee in excess of the , which Licensee receives from all closed-circuit television exhibitions of the Event in the Territory.

- All amounts which are to be deducted or withheld by your sublicensee exhibitors, sales agents or distributors from payments to you or your sublicensees shall be subject to the mutual agreement of Promoter and Licensee of gross revenues from each outlet from exhibition of but shall not exceed the Event.
- In the event that you should sublicense an outlet for a fixed lump sum or for a license fee which includes a guaranteed amount which is not exceeded by your share of revenues from that outlet, you shall include in gross revenue hereunder the amount equal to such lump sum or guarantee.
- You shall be entitled to deduct and withhold, for advertising of gross revenues from exhibition locations which and publicity purposes, you license directly to operators without any commission or distribution fee to third party sales agents or distributors.
- Promoter shall be responsible for the cost of advertising materials, such as posters, press kits and slides, in amounts and quantities to be mutually agreed upon by Promoter and Licensee. In the event that Promoter fails to provide an adequate amount of posters, advertising slicks, press kits, etc., then Licensee shall be entitled to retain toward such expenses.

Payment of all license fee amounts in excess of the Minimum Financial Guaranteë shall be due and payable to Golden Boy Promotions, Inc. no later than ten (10) business days after the Event.

- Minimum Financial Guarantee. As a minimum guarantee and nonrefundable advance against the monies due to Promoter pursuant to Paragraph. 1 of this agreement. Licensee shall pay to Promoter the sum of , by delivery to Golden Boy Promotions, Inc. not
- later than May 5, 2006 by either:
- a certified check or bank cashier's check payable to Golden Boy Promotions. Inc. in such amount; or
- an irrevocable letter of credit payable to Golden Boy Promotions, Inc. in such amount, subject to collection. Such letter of credit shall be collateral security for your payment of such minimum financial guarantee. shall be issued or confirmed by a member bank of the U.S. Federal Reserve System, which bank shall be subject to the advance approval of Golden Boy Promotions, Inc. in its discretion.

- 3. <u>Compatible Decoding-Equipment</u> You and your sublicensees shall be responsible to obtain, at your or their cost and expense, either
- (a) Authorization to receive the Event through the services of one or more direct satellite suppliers ("DSS"), such as DirecTV or Echostar, to be selected by you.
- (b) If Promoter licenses TVN to distribute the Event by C-Band and so notifies Licensee, authorization to receive the Event through TVN;
- (c) DSS and TVN, if applicable, shall be responsible for the encoding and decoding of their retransmitted signals; or
- (d) You shall not charge decoder rental or authorization fees to your sublicensees in excess of per decoder or authorization. Any additional equipment charges to your sublicensees shall be at your cost.

## 4. Addressing of Decoders.

- (a) Promoter shall deliver the encrypted transmission of the video and audio signal of its telecast of the Event either (1) to a domestic satellite or other delivery point from which the signal is capable of being received by DSS and TVN, for redistribution to your designated outlets or (2) by fibre-optic-cable-to a delivery point at which the signal is capable of being received by DSS and TVN, for redistribution to your designated outlets. DSS and TVN, if applicable, shall have the responsibility to address and authorize decoders for your authorized sublicensees. You shall be responsible for all charges for addressing and authorizing your sublicensees.
- (b) Promoter shall have no responsibility for your decoder authorization fees, and Promoter shall have no responsibility or liability to you or your sublicensees for any technical failures which may occur in connection with the authorizing of decoders for your sublicensed closed circuit exhibition outlets or in connection with any retransmission or authorizing by DSS or TVN.
- (c) You shall instruct DSS and TVN, if applicable, to provide directly to Promoter, on the fifth business day after the Event Date, their complete final authorization reports which shall indicate the name, address and city of each authorized outlet and the decoder number for each authorized outlet. You shall also instruct any cable television system which you may retain to authorize outlets, and you shall instruct any of your sublicensess which retain cable systems for such purpose, to provide Promoter with the same reports of authorized outlets on the fifth business day after the Event Date.

#### 5. Pay-Per-View Exhibitions.

You acknowledge that Promoter shall license the live cable television and direct broadcast satellite television exhibition of the Event in the Territory on a residential pay per view basis and that you shall have no interest or participation in such pay per view exhibition or any other exploitation of the Event, other than the commercial closed circuit television exhibition as set forth herein

#### 6. Anti-Piracy.

- Licensee shall have the exclusive right to commence or settle any claim or litigation arising out of the alleged piracy, use or proposed use of the closed circuit television telecast in the Territory. Any damages, whether statutory, compensatory, nunitive or otherwise, which Licensee may recover from the theft, piracy, copying, duplication, unauthorized exhibition or transmission of the Event in the Territory, after payment of reasonable legal fees, costs and disbursements, shall constitute gross revenues from the Event, to be shared by Primoter and Licensee evenly. Licenses shall advance any required legal fees and disbursements, subject to recoupment from any applicable recovery, and shall report all expenses, settlements and recoveries to Promoter on a quarterly basis. Your sublicensees shall have no right to commence or settle any claim or litigation prising out of the alleged piracy of the telecast hereunder, and you shall not assign these anti-piracy rights to any other party, without the prior written consent, of Promoter. Notwithstanding the foregoing, in the event that you elect not to pursue any claim or litigation arising out of the alleged piracy, use or proposed use of the closed circuit television telecast in the Territory, you shall, upon Promoter's request, assign the exclusive right to pursue such claim or litigation to Promoter. In the event of such an assignment, Promoter shall be solely responsible for payment of all legal fees and disbursements and shall be entitled to retein as its exclusive property any and all recoveries therefrom.
- Private Showings. Promoter shall have the right, at its cost and expense and upon written notice to you, to conduct or authorize others to conduct two (2) complimentary private showings of the telecast of the Event in each state within the Territory, for an audience not to exceed 125 persons at each location, with no admission charge and no advertising or advance publicity for such private showings.
- Attachments. Annexed to this agreement as exhibits are the following documents, the terms and conditions of which are incorporated herein as if set forth in their entirety:
- Closed Circuit Television Sublicense Agreement which you and \_ (a) your sublicensee shall complete and sign with respect to each closed circuit television outlet you may sublicense.
- Closed Circuit Television Standard Terms and Conditions which shall apply to this agreement as well as to the Closed Circuit Television

Sublicense Agreement. YOU SHALL ATTACH A COPY OF THE STANDARD TERMS AND CONDITIONS TO EACH SUCH SUBLICENSE AGREEMENT

#### 9\_ Defaults\_

- Your failure to deliver the Minimum Financial Guarantee as provided in Paragraph 2 hereof or to pay the license fee as provided in Paragraph I hereof or to pay the signal delivery fees or equipment expenses as provided in Paragraph 3 hereof or to comply with any other meterial term or condition of this agreement shall permit Promoter, in addition to all of its other rights and remedies, to cancel this agreement with you at any time without any further liability or obligation to you and to retain all monies paid to Promoter prior to such cancellation, provided, however, that before Promoter may exercise any remedy with respect to any such default, Promoter must (i) provide Licensec with written notice specifying such default and (ii) if and to the extent that time reasonably permits prior to the Event, provide Licensee with up to seven (7) days after Licensee's receipt of such default notice within which to cure such default.
- If, in violation of the provisions of this agreement, you or a sublicensee exhibits the Event in an outlet with a fire code occupancy limit in excess of 500 persons (except casino locations), then Licensee shall remit upon demand by Promoter the license fee for such outlet as provided in Paragraph 1.

#### No Packaging with Other Events. 10.

You shall not sublicense closed-circuit television rights to the Event to exhibitors as part of a package which includes other boxing programs or bouts not included in this Event without the prior written consent of Promoter.

#### Reports, Collection and Accounting. 11.

- You shall be responsible for collection of all monies from outlets, and shall make all payments and provide all reports and shall provide Promoter with copies of all reports received from sublicensed outlets. You shall distribute to Promoter all amounts due for exhibition rights to the Event, with no deductions, set-offs or holdbacks whatsoever, except as otherwise provided herein.
- You shall also provide separate reports no later than five business days following the Event, including the name, location and license fee for each closed circuit exhibition outlet.

Promoter's representatives shall have the right to visit your offices and each outlet at any time during normal business hours prior to the Event and after the Event to obtain and verify such information, in person or electronically, and to make arrangements for the payment of all license fees due to Promoter promotly following the Event.

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All checks shall be payable to, and contracts and reports shall be sent to

Golden Boy Promotions, Inc. 626 Wilshire Boulevard, Suite 350 Los Angeles, California 90017

12. Entire Agreement. This agreement supercedes and terminates all prior agreements between the parties hereto and their affiliates with respect to the subject matter contained herein, and this agreement embodies the entire understanding between the parties relating to such subject matter, and any and all prior correspondence, conversations and memoranda are merged herein and shall be without effect hereon. The laws of the State of California applicable to contracts executed and to be fully performed in the State of California shall govern this agreement, and execution of this agreement shall constitute the consent of Licensee and any sublicensee to exclusive jurisdiction and venue of the State Courts and United States Courts sitting in the County of Los Angeles, State of California and to service of process pursuant to applicable sections of the California law with respect to matters arising under such agreement.

Very truly yours,

GOLDEN BOY PROMOTIONS, INC.

Authorized Signature

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Please confirm your agreement with the above by signing and returning the attached copy of this letter. This Television License Agreement shall not become effective unless and until Promoter has accepted and signed this agreement and returned one copy to you.

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J&J Sports Productions, Inc.	
ACCEPTED AND AGREED:	
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Exhibit B

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3668 74th St. NW	800 Water St. SW	1350 Okla Street NE	Robin	Route #2 - PO Box 3777	34 Franklin Ave.	1/US N. Federal Blvd.	1/33 W. Wississippi Ave.	1601 W. Evans Ave. (Office)	111 Richman St. / P O Box 45	3253 S. Parker Rd.	13690 E. IIIF	21870 Victory Elvd	1826 11th St.	7301 Eastern Ave	648 North Avalon	.403 North Avalon Blvd.	3041 E. Garvey Ave.	1117 HWY 48	8045 Paso Robles Ave.	15327 Rosco Blvd	14540 Vanowen St	33750 Valley Center Rd.	60 N. Mountain Ave.	1410 3rd St	1714 E Mendion and III	230 W Warner of the 164	12028 respecian Blvd	Z 103 GCOL HIVO	417 South First St	233 S White	甲	23333 Soboba Rd / PO Box B17	1787 Unlan St	A100 Gearl St. Address	
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Location Pearl Resignant & Lounge	Address 801 9th St. NVI	City	S
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Filed 03/13/2008

Billares Puebla	Acapulco Night Club	Martini Bar	Bullalo Wild Wings	The Palace Men's Club	Cabaret Men's Club	Hourban Street Bar & Grill	Builalo Wild Wings		Hooters of Brownsville	Sugars Uptown Cabaret	TETTED TO AUSIN	Marisons Tampico		IXIDEES Sports Counge	Wallscos Lampico #2		Andreas XVIII		BOX Seals Sports Grill	Billares Pantano	Sluggers Sports Bar	Dallas Gentlemen's Club	Winghouse XVII	Spencer'z	Overtime Sports Bar	Picassos Pizza	El Pez Dorado	Champs @ State College	Sports Rook Cafe	Bare Flanging	Wilzerde Alinge		Casis on Essington	Location
2900 Walnut Hill, Ln, Sulte 306	16431 Darby House St	6601 Everhart	2001 Sol Dr.	5850 Everhart	5401 Leopard St	316 N, Chaparrel	2100 FM 802	1480 N Express Way 77	1800 N. Expressway 77	404 Highland Mall Blvd.	18511 Bratton Ln	10601 N. Lamar SEND TO HOME,	746 S. Bastrop HWY	415 Colorado St.	1500 Pleasant Valley Suite #215	9426 North Lamar	944 East Copeland Rd.	815 N. Collin St Suite 105	1301 N. Collins	924 N Collins St	2000 NW Alkinson Blvd.	4310 Wiley Post Rd. Suite 204	4080 Belline Rd.	5910 S Kings Highway	7409 Hwy 17 Snith	2323 Warwink Ave			Jan Silly Ave.		13638 Philmont Avenue	31-23 N 30 Street	8800 Essington Ave.	Address
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1236 West 19th St	5829 S.Gessner	9510 Beech Nut St.	7876 De Moss	5909 S.Gessner	5908 Gulton	6835 Greggs Rd	12800 Brianorest #84	9103 Mellow Brook Dr.	1601 W. Hardson Ave	1500 W. Harrison	1834 Ауелие "Е"	2611 North E 28th	5850 Only	6930 Alameda	1660 N. Zaragosa	4119 N Mesa	8220 Gateway East	9420 Montana Ave.	Roule 17 Box 689	1310 W, University	₹.	1820 W. Mookingbird Lane Ste 10	2443 Walnut Hill Lane	7315 Gaston Ave.	S	325 E Jefferson	395 F. Jefferson		-  [T	2260 W. Illinois	326 E. Jeffarson	2900 Walnut Hill Suite 104	Address
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	2525 NE Loop 410	410		11 NM Loop 410	12651 Vance Jackson Rd Sulle 110		5860 DeZavala Rd Suite 100	15 W Laop 410	3105 South 1.H. 35	1020 Herndon Or. #3	PO Box 1027/ 402 W. Highway 100	3360 Shaver Street	3360 Shaver Street	2618 E Bulsness Hwy 83	2140 E. Hwy. 83	HWY 107 Portt 10mile West Of Bryan Ri	3805 Plantaton Grove Blvd.	4021 North 10th Sulte C-4	3000 B North Mcall	6629 Sand Dario Ave	9205 San Dario	802 Juarez Av.	2849 West Airport Freeway	10369 Club Creek	9423 Bauman Rd.	5598 B North Freeway	12804 Gulf Freeway	4602 Irvinging Blvd	3100 Fountain View	3827 Hilloroff	111 Bern Da	7933 1/2 Chilf Euri	8422 La Porte Pr		Address
	San Antonio	San Antonio	San Anlonio	San Antonio	San Antonio	San Antonio	San Antonio	San Antonio	Round Rack	Rosenberg	Port Isabelle	Pasadeha	Pasadena	Mission	Mission	Mission	Mission	McAllen	Wo Allen	Laredo	Laredo	Faredo		Housian	Houston	Houston		Houseon		Housion	Housion		Housion	Houslon	city
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Anionio TX

Exhibit C

# PIRACY AFFIDAVIT

STATE OF

:

COUNTY OF

: SS.:

I, the undersigned, being duly sworn according to law, deposes and says, that on May 06. 2006. I entered the commercial establishment known as El Torero Sports Bar, located at 108 North Main Street Spring Valley, N.Y 10977 at approximately 11:38 pm. This establishment is described as a two story building with office(s) on top of the establishment. I did not observe a satellite dish on the premises.

I paid the sum of <u>\$0</u> cover charge to enter the establishment. The doorperson is described as: <u>A</u> male <u>Hispanic</u>, approx 5°03", wearing a black <u>T-shirt</u> and blue jeans.

I did not order from the bartender, who is described as a female, possibly Hispanic, approx. 5'00", blonde hair and wearing a black and white shirt and white pants.

I observed <u>03</u> television sets, which are described as: <u>A 19" TV set at the left side of the location</u>, a large approx. <u>52 inch TV at the right side and another large TV (approx. 52 inch) at the rear</u>

On the television sets, I observed start of the second round of the De La Hoya - Mayorga fight. De La Hoya is wearing dark trunks with "GABRIEL" in the back waistband and Mayorga is wearing black trunks and gloves. Both men are fighting in a blue ring with red ropes and a "Bacardi" logo is in the center of the ring floor.

I also observed the following Pay per View Logo on the screen: "HBO PPV" and "ICELINK" clock showing the time left in the 2nd round is shown in the lower right corner of the screen.

I was not able to see the cable box or the channel that the televisions were tuned to.

The inside of the can be described as follows: A typical licensed establishment that serves food and alcohol, with chairs and tables. The bar is on the far right side of the location, with tables throughout the center of the main area.

In my opinion, the approximate capacity of this establishment is  $\underline{100}$  people. At the time I was in the establishment, I took three head counts. I counted approximately  $\underline{50}$  people on the first count,  $\underline{50}$  people on the second count, and  $\underline{50}$  people on the third count.

Piracy Affidavit Page -2-

I left the establishment at approximately 11:45 pm.

I took two (2) pictures of the outside of the above described establishment on 05/13/06 and at approximately 04:40 pm, which are attached hereto and made a part hereof and are intended to substantiate and verify the location of my observations as described herein.

There was a parking lot adjacent to the establishment,

Dated: May 18, 2006

Print Name: Edgardo Rodriguez

Agency:

Address:

P.O. Box #291

City/State/Zip: Otisville, N.Y. 10963

Phone/fax:

(646) 423-2354

PI#

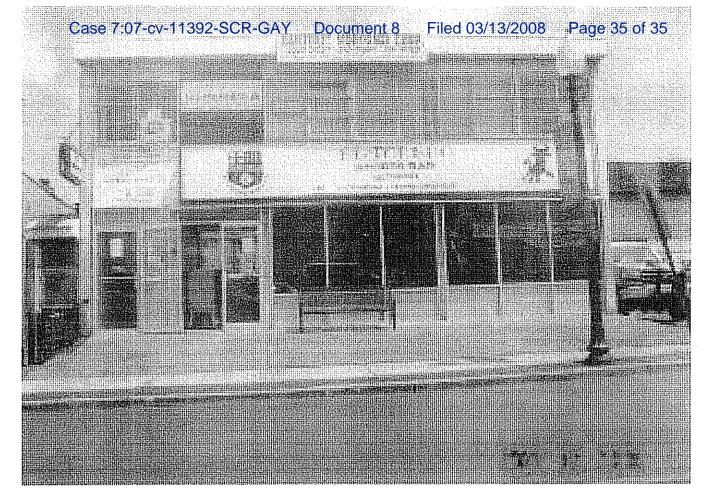
State of New York ) ss.:

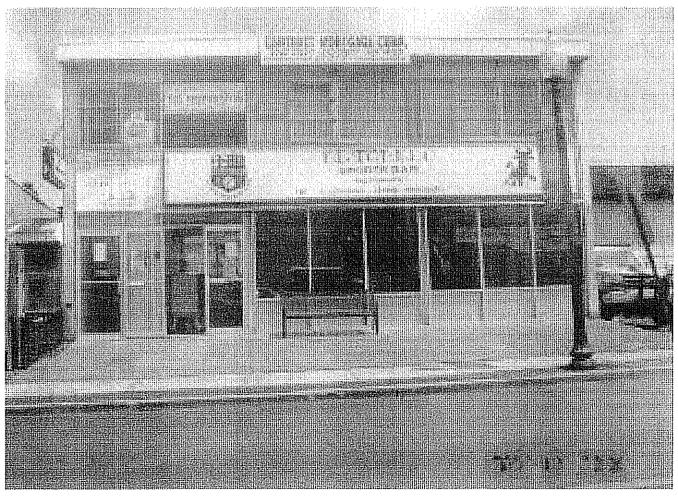
County of the Brook

On the 18 day of 14 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Educated Ledisonez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, of the person upon behalf of which the individual acted, executed the instrument/

MARIA EVANGELISTA Notary Public, State of New York No. 03-6001266

Qualified in Bronx County 11200 (





ae-7-502